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8 Attorneys for Plaintiff
UNITED STATES OF AMERICA

9 UNITED STATES DISTRICT COURT

10 FOR THE CENTRAL DISTRICT OF CALIFORNIA

11 UNITED STATES OF AMERICA,

No. CR 13-0608-JAK-11

12 Plaintiff,

PLEA AGREEMENT FOR DEFENDANT
ISMAEL RANGEL-ESPINOZA

13 v.

14 ISMAEL RANGEL-ESPINOZA,

15 Defendant.

16

17 1. This constitutes the plea agreement between ISMAEL RANGEL-
18 ESPINOZA ("defendant") and the United States Attorney's Office for
19 the Central District of California (the "USAO") in the above-
20 captioned case. This agreement is limited to the USAO and cannot
21 bind any other federal, state, local, or foreign prosecuting,
22 enforcement, administrative, or regulatory authorities.

23 DEFENDANT'S OBLIGATIONS

24 2. Defendant agrees to:

25 a. At the earliest opportunity requested by the USAO and
26 provided by the Court, appear and plead guilty to Count Two of the
27 indictment in United States v. ISMAEL RANGEL-ESPINOZA, CR No. 13-
28

1 0608-JAK-13, which charges defendant with possession with intent to
2 distribute at least 500 grams of a mixture and substance containing a
3 detectable amount of methamphetamine in violation of 21 U.S.C. §
4 841(a)(1), (b)(1)(A)(viii), and aiding and abetting in violation of
5 18 U.S.C. § 2(a).

6 b. Not contest facts agreed to in this agreement.

7 c. Abide by all agreements regarding sentencing contained
8 in this agreement.

9 d. Appear for all court appearances, surrender as ordered
10 for service of sentence, obey all conditions of any bond, and obey
11 any other ongoing court order in this matter.

12 e. Not commit any crime; however, offenses that would be
13 excluded for sentencing purposes under United States Sentencing
14 Guidelines ("U.S.S.G." or "Sentencing Guidelines") § 4A1.2(c) are not
15 within the scope of this agreement.

16 f. Be truthful at all times with the United States
17 Probation and Pretrial Services Office and the Court.

18 g. Pay the applicable special assessment at or before the
19 time of sentencing unless defendant has demonstrated a lack of
20 ability to pay such assessments.

21 THE USAO'S OBLIGATIONS

22 3. The USAO agrees to:

23 a. Not contest facts agreed to in this agreement.

24 b. Abide by all agreements regarding sentencing contained
25 in this agreement.

26 c. At the time of sentencing, move to dismiss the
27 remaining count of the indictment as against defendant. Defendant
28 agrees, however, that at the time of sentencing the Court may

1 consider any dismissed charges in determining the applicable
2 Sentencing Guidelines range, the propriety and extent of any
3 departure from that range, and the sentence to be imposed.

4 d. At the time of sentencing, provided that defendant
5 demonstrates an acceptance of responsibility for the offense up to
6 and including the time of sentencing, recommend a two-level reduction
7 in the applicable Sentencing Guidelines offense level, pursuant to
8 U.S.S.G. § 3E1.1, and recommend and, if necessary, move for an
9 additional one-level reduction if available under that section.

10 e. Recommend that defendant be sentenced to a term of
11 imprisonment no higher than the low end of the applicable Sentencing
12 Guidelines range, provided that the offense level used by the Court
13 to determine that range is 29 or higher. For purposes of this
14 agreement, the low end of the Sentencing Guidelines range is that
15 defined by the Sentencing Table in U.S.S.G. Chapter 5, Part A.

NATURE OF THE OFFENSE

17 f. Defendant understands that for defendant to be guilty
18 of the crime charged in Count Two, that is, possession with intent to
19 distribute methamphetamine in violation of 21 U.S.C. § 841(a)(1),
20 (b)(1)(A)(viii), the following must be true:

21 (1) Defendant knowingly possessed methamphetamine; and
22 (2) Defendant possessed it with the intent to distribut
23 it to another person.

24 4. Defendant understands that for defendant to be subject to
25 the statutory maximum and statutory minimum sentences set forth
26 below, the government must prove beyond a reasonable doubt that
27 defendant possessed with intent to distribute at least 500 grams of a
28 mixture or substance containing a detectable amount of

1 methamphetamine. Defendant admits that defendant, in fact, possessed
2 with intent to distribute at least 500 grams of a mixture or
3 substance containing a detectable amount of methamphetamine, as
4 alleged in Count Two of the indictment.

5 PENALTIES

6 5. Defendant understands that the statutory maximum sentence
7 that the Court can impose for a violation of Title 21, United States
8 Code, Section 841 (a)(1), (b)(1)(A)(viii), is: a lifetime term of
9 years imprisonment; a fine of \$10,000,000 or twice the gross gain or
10 gross loss resulting from the offense, whichever is greatest; and a
11 mandatory special assessment of \$100.

12 6. Defendant understands that, absent a determination by the
13 Court that defendant's case satisfies the criteria set forth in 18
14 U.S.C. § 3553(f) and U.S.S.G. § 5C1.2, the statutory mandatory
15 minimum sentence that the Court must impose for a violation of Title
16 21, United States Code, Section 841(a)(1), (b)(A)(viii) is: 10 years'
17 imprisonment, followed by a five-year period of supervised release,
18 and a mandatory special assessment of \$100.

19 7. Defendant understands that supervised release is a period
20 of time following imprisonment during which defendant will be subject
21 to various restrictions and requirements. Defendant understands that
22 if defendant violates one or more of the conditions of any supervised
23 release imposed, defendant may be returned to prison for all or part
24 of the term of supervised release authorized by statute for the
25 offense that resulted in the term of supervised release, which could
26 result in defendant serving a total term of imprisonment greater than
27 the statutory maximum stated above.

1 8. Defendant understands that under 21 U.S.C. § 862a,
2 defendant will not be eligible for assistance under state programs
3 funded under the Social Security Act or Federal Food Stamp Act or for
4 federal food stamp program benefits, and that any such benefits or
5 assistance received by defendant's family members will be reduced to
6 reflect defendant's ineligibility.

7 9. Defendant understands that, by pleading guilty, defendant
8 may be giving up valuable government benefits and valuable civic
9 rights, such as the right to vote, the right to possess a firearm,
10 the right to hold office, and the right to serve on a jury. Defendant
11 understands that he is pleading guilty to a felony and that it is a
12 federal crime for a convicted felon to possess a firearm or
13 ammunition. Defendant understands that the conviction in this case
14 may also subject defendant to various other collateral consequences,
15 including but not limited to revocation of probation, parole, or
16 supervised release in another case and suspension or revocation of a
17 professional license. Defendant understands that unanticipated
18 collateral consequences will not serve as grounds to withdraw
19 defendant's guilty plea.

20 10. Defendant and his counsel have discussed the fact that, and
21 defendant understands that, if defendant is not a United States
22 citizen, the conviction in this case makes it practically inevitable
23 and a virtual certainty that defendant will be removed or deported
24 from the United States. Defendant may also be denied United States
25 citizenship and admission to the United States in the future.
26 Defendant understands that while there may be arguments that
27 defendant can raise in immigration proceedings to avoid or delay
28 removal, removal is presumptively mandatory and a virtual certainty

1 in this case. Defendant further understands that removal and
2 immigration consequences are the subject of a separate proceeding and
3 that no one, including his attorney or the Court, can predict to an
4 absolute certainty the effect of his conviction on his immigration
5 status. Defendant nevertheless affirms that he wants to plead guilty
6 regardless of any immigration consequences that his plea may entail,
7 even if the consequence is automatic removal from the United States.

FACTUAL BASIS

9 11. Defendant admits that defendant is, in fact, guilty of the
10 offense to which defendant is agreeing to plead guilty. Defendant
11 and the USAO agree to the statement of facts provided below and agree
12 that this statement of facts is sufficient to support a plea of
13 guilty to the charge described in this agreement and to establish the
14 Sentencing Guidelines factors set forth in paragraph 14 below but is
15 not meant to be a complete recitation of all facts relevant to the
16 underlying criminal conduct or all facts known to either party that
17 relate to that conduct.

18 On or about November 17, 2011, Los Angeles County Sheriff
19 detectives ("LASO") observed co-defendant 1 load PVC pipes into the
20 back of a Chevy pickup truck ("Chevy") parked at a truck yard on
21 Frontage Road East in Southgate California, in Los Angeles County, in
22 the Central District of California (the "South Gate Truck Yard").
23 Defendant and co-defendant 2 then drove the Chevy out of the South
24 Gate Truck Yard to 11644 Bellflower Blvd., Apartment A in Downey, CA
25 ("the apartment"). Defendant and co-defendant 2 then unloaded the
26 pipes into the apartment's garage.

27 LASO executed a state search warrant at the apartment and found
28 an operational methamphetamine lab in the apartment. Defendant and

1 co-defendant 2 were arrested at the scene. Defendant waived his
2 Miranda rights in writing and admitted that the PVC pipes were filled
3 with methamphetamine. At the time he possessed the PVC pipes filled
4 with methamphetamine, defendant intended to distribute, or aid and
5 abet in the distribution, of the methamphetamine. DEA laboratory
6 tests established that the pipes contained a net weight of 37,100
7 grams of a mixture or substance containing a detectable amount of
8 methamphetamine.

9 SENTENCING FACTORS

10 12. Defendant understands that in determining defendant's
11 sentence the Court is required to calculate the applicable Sentencing
12 Guidelines range and to consider that range, possible departures
13 under the Sentencing Guidelines, and the other sentencing factors set
14 forth in 18 U.S.C. § 3553(a). Defendant understands that the
15 Sentencing Guidelines are advisory only, that defendant cannot have
16 any expectation of receiving a sentence within the calculated
17 Sentencing Guidelines range, and that after considering the
18 Sentencing Guidelines and the other § 3553(a) factors, the Court will
19 be free to exercise its discretion to impose any sentence it finds
20 appropriate up to the maximum set by statute for the crime of
21 conviction.

22 13. Defendant and the USAO agree to the following applicable
23 Sentencing Guidelines factors:

24 Base Offense Level: 36 [U.S.S.G. §2D1.1(c) (2)]
25 Minor Role Adjustment: -2 [U.S.S.G. § 3B1.2(b)]

26 14. Defendant and the USAO reserve the right to argue that
27 additional specific offense characteristics, adjustments, and
28 departures under the Sentencing Guidelines are appropriate.

1 Defendant understands that defendant's offense level could be
2 increased if defendant is a career offender under U.S.S.G. §§ 4B1.1
3 and 4B1.2. If defendant's offense level is so altered, defendant and
4 the USAO will not be bound by the agreement to Sentencing Guideline
5 factors set forth above.

6 15. Defendant and the USAO agree that:

7 a. Defendant did not use violence or credible threats of
8 violence or possess a firearm or other dangerous weapon (or induce
9 another participant to do so) in connection with the offense;

10 b. The offense did not result in death or serious bodily
11 injury to any person; and

12 c. Defendant was not an organizer, leader, manager, or
13 supervisor of others in the offense and was not engaged in a
14 continuing criminal enterprise.

15 16. Defendant understands that there is no agreement as to
16 defendant's criminal history or criminal history category.

17 17. Defendant and the USAO reserve the right to argue for a
18 sentence outside the sentencing range established by the Sentencing
19 Guidelines based on the factors set forth in 18 U.S.C. § 3553(a)(1),
20 (a)(2), (a)(3), (a)(6), and (a)(7).

21 WAIVER OF CONSTITUTIONAL RIGHTS

22 18. Defendant understands that by pleading guilty, defendant
23 gives up the following rights:

24 a. The right to persist in a plea of not guilty.

25 b. The right to a speedy and public trial by jury.

26 c. The right to be represented by counsel -- and if
27 necessary have the Court appoint counsel -- at trial. Defendant
28 understands, however, that, defendant retains the right to be

represented by counsel -- and if necessary have the Court appoint
counsel -- at every other stage of the proceeding.

d. The right to be presumed innocent and to have the burden of proof placed on the government to prove defendant guilty beyond a reasonable doubt.

e. The right to confront and cross-examine witnesses against defendant.

f. The right to testify and to present evidence in opposition to the charges, including the right to compel the attendance of witnesses to testify.

g. The right not to be compelled to testify, and, if defendant chose not to testify or present evidence, to have that choice not be used against defendant.

h. Any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could be filed.

WAIVER OF APPEAL OF CONVICTION

19. Defendant understands that, with the exception of an appeal based on a claim that defendant's guilty plea was involuntary, by pleading guilty defendant is waiving and giving up any right to appeal defendant's conviction on the offense to which defendant is pleading guilty. Defendant understands that this waiver includes, but is not limited to, arguments that the statute to which defendant is pleading guilty is unconstitutional, and any and all claims that the statement of facts provided herein is insufficient to support defendant's plea of guilty.

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LIMITED MUTUAL WAIVER OF APPEAL OF SENTENCE

2 20. Defendant agrees that, provided the Court imposes a total
3 term of imprisonment on all counts of conviction of no more than 108
4 months, defendant gives up the right to appeal all of the following:
5 (a) the procedures and calculations used to determine and impose any
6 portion of the sentence; (b) the term of imprisonment imposed by the
7 Court; (c) the fine imposed by the Court, provided it is within the
8 statutory maximum; (d) to the extent permitted by law, the
9 constitutionality or legality of defendant's sentence, provided it is
10 within the statutory maximum; (e) the term of probation or supervised
11 release imposed by the Court, provided it is within the statutory
12 maximum; and (f) any of the following conditions of probation or
13 supervised release imposed by the Court: the conditions set forth in
14 Amended General Order 20-04 of this Court; the drug testing
15 conditions mandated by 18 U.S.C. §§ 3563(a)(5) and 3583(d).

16 21. The USAO agrees that, provided (a) all portions of the
17 sentence are at or below the statutory maximum specified above and
18 (b) the Court imposes a term of imprisonment of no less than 87
19 months, the USAO gives up its right to appeal any portion of the
20 sentence.

RESULT OF WITHDRAWAL OF GUILTY PLEA

22 22. Defendant agrees that if, after entering a guilty plea
23 pursuant to this agreement, defendant seeks to withdraw and succeeds
24 in withdrawing defendant's guilty plea on any basis other than a
25 claim and finding that entry into this plea agreement was
26 involuntary, then (a) the USAO will be relieved of all of its
27 obligations under this agreement; and (b) should the USAO choose to
28 pursue any charge that was either dismissed or not filed as a result

1 of this agreement, then (i) any applicable statute of limitations
2 will be tolled between the date of defendant's signing of this
3 agreement and the filing commencing any such action; and
4 (ii) defendant waives and gives up all defenses based on the statute
5 of limitations, any claim of pre-indictment delay, or any speedy
6 trial claim with respect to any such action, except to the extent
7 that such defenses existed as of the date of defendant's signing this
8 agreement.

9 RESULT OF VACATUR, REVERSAL OR SET-ASIDE

10 23. Defendant agrees that if the count of conviction is
11 vacated, reversed, or set aside, both the USAO and defendant will be
12 released from all their obligations under this agreement.

13 EFFECTIVE DATE OF AGREEMENT

14 24. This agreement is effective upon signature and execution of
15 all required certifications by defendant, defendant's counsel, and an
16 Assistant United States Attorney.

17 BREACH OF AGREEMENT

18 25. Defendant agrees that if defendant, at any time after the
19 signature of this agreement and execution of all required
20 certifications by defendant, defendant's counsel, and an Assistant
21 United States Attorney, knowingly violates or fails to perform any of
22 defendant's obligations under this agreement ("a breach"), the USAO
23 may declare this agreement breached. All of defendant's obligations
24 are material, a single breach of this agreement is sufficient for the
25 USAO to declare a breach, and defendant shall not be deemed to have
26 cured a breach without the express agreement of the USAO in writing.
27 If the USAO declares this agreement breached, and the Court finds
28 such a breach to have occurred, then: (a) if defendant has previously

1 entered a guilty plea pursuant to this agreement, defendant will not
2 be able to withdraw the guilty plea, and (b) the USAO will be
3 relieved of all its obligations under this agreement.

4 26. Following the Court's finding of a knowing breach of this
5 agreement by defendant, should the USAO choose to pursue any charge
6 that was either dismissed or not filed as a result of this agreement,
7 then:

8 a. Defendant agrees that any applicable statute of
9 limitations is tolled between the date of defendant's signing of this
10 agreement and the filing commencing any such action.

11 b. Defendant waives and gives up all defenses based on
12 the statute of limitations, any claim of pre-indictment delay, or any
13 speedy trial claim with respect to any such action, except to the
14 extent that such defenses existed as of the date of defendant's
15 signing this agreement.

16 c. Defendant agrees that: (i) any statements made by
17 defendant, under oath, at the guilty plea hearing (if such a hearing
18 occurred prior to the breach); (ii) the agreed to factual basis
19 statement in this agreement; and (iii) any evidence derived from such
20 statements, shall be admissible against defendant in any such action
21 against defendant, and defendant waives and gives up any claim under
22 the United States Constitution, any statute, Rule 410 of the Federal
23 Rules of Evidence, Rule 11(f) of the Federal Rules of Criminal
24 Procedure, or any other federal rule, that the statements or any
25 evidence derived from the statements should be suppressed or are
26 inadmissible.

27 ///

COURT AND UNITED STATES PROBATION AND PRETRIAL SERVICES

OFFICE NOT PARTIES

27. Defendant understands that the Court and the United States Probation and Pretrial Services Office are not parties to this agreement and need not accept any of the USAO's sentencing recommendations or the parties' agreements to facts or sentencing factors.

28. Defendant understands that both defendant and the USAO are free to: (a) supplement the facts by supplying relevant information to the United States Probation and Pretrial Services Office and the Court, (b) correct any and all factual misstatements relating to the Court's Sentencing Guidelines calculations and determination of sentence, and (c) argue on appeal and collateral review that the Court's Sentencing Guidelines calculations and the sentence it chooses to impose are not error, although each party agrees to maintain its view that the calculations in paragraph 14 are consistent with the facts of this case. While this paragraph permits both the USAO and defendant to submit full and complete factual information to the United States Probation and Pretrial Services Office and the Court, even if that factual information may be viewed as inconsistent with the facts agreed to in this agreement, this paragraph does not affect defendant's and the USAO's obligations not to contest the facts agreed to in this agreement.

29. Defendant understands that even if the Court ignores any sentencing recommendation, finds facts or reaches conclusions different from those agreed to, and/or imposes any sentence up to the maximum established by statute, defendant cannot, for that reason, withdraw defendant's guilty plea, and defendant will remain bound to

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

6 NO ADDITIONAL AGREEMENTS

7 30. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
10 promise, understanding, or agreement may be entered into unless in a
11 writing signed by all parties or on the record in court.

12 PLEA AGREEMENT PART OF THE GUILTY PLEA HEARING

13 31. The parties agree that this agreement will be considered
14 part of the record of defendant's guilty plea hearing as if the
15 entire agreement had been read into the record of the proceeding.

16 AGREED AND ACCEPTED

17 UNITED STATES ATTORNEY'S OFFICE
18 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

19 TRACY L. WILKISON
20 Acting United States Attorney



5/12/21

22 ABIGAIL W. EVANS
23 Assistant United States Attorney

Date

24 ISMAEL RANGEL-ESPINOZA
25 Defendant

Date

26 ROBERT M. BERNSTEIN
27 Attorney for Defendant
ISMAEL RANGEL-ESPINOZA

Date

1 fulfill all defendant's obligations under this agreement. Defendant
2 understands that no one -- not the prosecutor, defendant's attorney,
3 or the Court -- can make a binding prediction or promise regarding
4 the sentence defendant will receive, except that it will be within
5 the statutory maximum.

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7 30. Defendant understands that, except as set forth herein,
8 there are no promises, understandings, or agreements between the USAO
9 and defendant or defendant's attorney, and that no additional
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17 UNITED STATES ATTORNEY'S OFFICE
18 FOR THE CENTRAL DISTRICT OF
CALIFORNIA

19 TRACY L. WILKISON
20 Acting United States Attorney

21 ABIGAIL W. EVANS
22 Assistant United States Attorney

23 ISMAEL ESPINOZA
ISMAEL RANGEL-ESPINOZA
24 Defendant

25 Rom B
26 ROBERT M. BERNSTEIN
27 Attorney for Defendant
ISMAEL RANGEL-ESPINOZA

Date

5/7/2021

Date

5/7/2021

Date

CERTIFICATION OF DEFENDANT

2 This agreement has been read to me in Spanish, the language I
3 understand best. I have had enough time to review and consider this
4 agreement, and I have carefully and thoroughly discussed every part
5 of it with my attorney. I understand the terms of this agreement,
6 and I voluntarily agree to those terms. I have discussed the
7 evidence with my attorney, and my attorney has advised me of my
8 rights, of possible pretrial motions that might be filed, of possible
9 defenses that might be asserted either prior to or at trial, of the
10 sentencing factors set forth in 18 U.S.C. § 3553(a), of relevant
11 Sentencing Guidelines provisions, and of the consequences of entering
12 into this agreement. No promises, inducements, or representations of
13 any kind have been made to me other than those contained in this
14 agreement. No one has threatened or forced me in any way to enter
15 into this agreement. I am satisfied with the representation of my
16 attorney in this matter, and I am pleading guilty because I am guilty
17 of the charge and wish to take advantage of the promises set forth in
18 this agreement, and not for any other reason.

ISMAEL ESPINOZA

20 ISMAEL RANGEL-ESPINOZA
Defendant

5/7/2021

Date

CERTIFICATION OF INTERPRETER

23 I, Shannon Murphy am fluent in the written and spoken
24 English and Spanish languages. I accurately translated this entire
25 agreement from English into Spanish to defendant ISMAEL RANGEL-
26 ESPINOZA on this date.

ESPINOZA on this date.
Shannon K. Mef
INTERPRETER

INTERPRETER

5/7/21
Date

Date

CERTIFICATION OF DEFENDANT'S ATTORNEY

2 I am ISMAEL RANGEL-ESPINOZA's attorney. I have carefully and
3 thoroughly discussed every part of this agreement with my client.
4 Further, I have fully advised my client of his rights, of possible
5 pretrial motions that might be filed, of possible defenses that might
6 be asserted either prior to or at trial, of the sentencing factors
7 set forth in 18 U.S.C. § 3553(a), of relevant Sentencing Guidelines
8 provisions, and of the consequences of entering into this agreement.
9 To my knowledge: no promises, inducements, or representations of any
10 kind have been made to my client other than those contained in this
11 agreement; no one has threatened or forced my client in any way to
12 enter into this agreement; my client's decision to enter into this
13 agreement is an informed and voluntary one; and the factual basis set
14 forth in this agreement is sufficient to support my client's entry of
15 a guilty plea pursuant to this agreement.

ROBERT M. BERNSTEIN
Attorney for Defendant
ISMAEL RANGEL-ESPINOZA

5/7/2021